GOVT. OF KARNATAKA

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ಯಲಹಂಕ, ಬೆಂಗಳೂರು.

BRUHATH BANGALORE MAHANAGARA PALIKE

Sanctioned Est.
Cost Rs.**10.00** Lakhs

"MODIFIED" Agreement No. 81
29-1-16

Work Code No: 003-15-000003

This agreement made on the 29-1-2016 between Executive Engineer (Yelahanka Division) Yelahanka Zone, Bangalore on behalf of the Commissioner, Bruhath Bangalore Mahanagara Palike office, Bangalore (herein after called the employer) of the one part and **Sri.BB.Umesh, SMPL Construction and asphalt, No:02, 1st floor, Reddy Complex, Mezar Sandeep Unnikrishnan Road, Attur layout, Bangalore-106** (here in after called the "contractor") of the other part:

Where as the employer is desirous that the contractor to execute the work of :- The : **Modified Estimate Work Providing to balance road and providing and laying pipeline in Chitra layout in Attur ward no 03, WORK CODE: 003-15-000003, Item No:50, Tender Notification** No: EE/YNK/BBMP/E-TND/04/2014-15, dt:31-10-2014, The contractor has submitted EMD vide Ref.No:**B1148677/E/N/01 in** Rs.**25000.00.** The remaining amount will be collected in the running bill.

The above work has Administratively Approved by Administrator vide resolution No: **BBMP/EE/AA/38/2014-15,dt:27-10-2014** & Technically sanctioned vide no:**BBMP/EE/Ynk/TS/64/ 2014-15, dt:28-10-2014** (hereinafter called "the works") and the employer has accepted the tender by the contractor for the execution and completion of such works and the remedying of any defects therein at a contract price of the entrust of above work at **+4.81% below** the S.R. of 2014-15, amounting to **Rs:10,47,897.00 (Rupees Ten lakhs forty seven thousand eight hundred ninety seven only)**

The defective liability period for civil works (Building) and Asphalt works more than 20mm thick maintenance period is one year from the date of final bill. The EMD and S.D will be refunded only after the defective liability period.

NOW THIS AGREEMENT WITNESS AS FOLLOWS

1. In this Agreement, words and expression shall have the same meaning as are respectively assigned to them in the conditions of Contract here in after referred to and they shall be deemed to form and be read and constructed as part of this Agreement.
2. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to execute and complete the works and remedy any defect therein conformity in all aspects with the provisions of the contract.
3. The Employer hereby convents to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defect wherein the contract price or such other sum as may become payable under the provisions of the Contractor at the times and in the manner prescribed by the Contract.
4. The following document shall be deemed to form and be read and constructed as part of this Agreement Viz
   1. Letter of Acceptance;
   2. Notice to proceed with the works;
   3. Contractor's tender;
   4. Contract Data;

Executive Engineer
Yelahanka Division
B.B.M.P. Bangaluru - 560064

5. Conditions of contract (including special conditions of contract);
6. Specifications;
7. Drawings;
8. Bill of quantities; and
9. Any other document listed in the special conditions of contract.

In Witness where of the parties there to have caused this Agreement to be executed the day and year first before written .

The Common Seal of

Was here in affixed in the presence of 1).....

2).....

Signed sealed and delivered by the said Executive Engineer (Yelahanka Division) BBMP, Bangalore-64.

In the presence of
Binding signature of employer

Executive Engineer,
Yelahanka Division,
BBMP, Bangalore-64

Yelahanka Division
B.B.M.P. Bengaluru - 560064

Binding signature of Contractor .....